

A. G. Contract No. KR-89-1014-TRD  
ECS File: IGA-89-61  
Project: Gray Mountain, Unit II  
Section: US89 - F-037-1(12)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
COCONINO COUNTY, ARIZONA

THIS AGREEMENT is entered into September 11, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCONINO COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "COUNTY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. County is empowered by Arizona Revised Statutes Section 11-251 (29) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to certain improvements to US 89 that State is performing, County has requested, and State has agreed, to perform additional improvements to a turnout at Black Mesa Pipeline Road, at County expense, which will benefit the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO.	<u>14201</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>9-11-89</u>
	<u>Jim Shumway</u> Secretary of State
By	<u>D. J. Vermillion</u>

II. SCOPE OF WORK:

1. State will:

a. By change order to it's existing construction contract, accomplish an asphaltic concrete paving operation at the turnout of Black Mesa Pipeline Road to include design, construction engineering and construction, estimated to cost \$1126.00.

b. Upon completion and acceptance by State and County, invoice County the actual cost of that portion of the work requested by County.

2. County will:

a. Review and approve State's plans and specifications for construction.

b. Pay the actual cost of the work requested by County within thirty days after receipt of invoice, estimated at \$1126.00.

c. Bear all responsibility for contractor claims for extra compensation attributable by State to County's portion of the work.

d. Maintain the improvements outside of State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

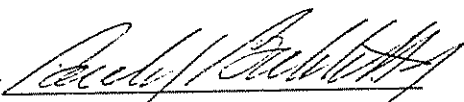
Coconino County Highway Department  
5600 E. Commerce Street  
Flagstaff, AZ 86004


7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCONINO COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

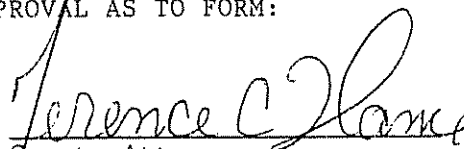
By   
Paul J. Babbitt, Jr.  
Title Chairman

By   
GARY K. ROBINSON  
Chief Deputy State Engineer

ATTEST:

APPROVAL AS TO FORM:

By   
County Clerk

By   
County Attorney

RESOLUTION

BE IT RESOLVED on this 28th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the County of Coconino for the purpose of paving a turnout extension in conjunction with project F-037-1(12) on Coconino County Highway - Black Mesa Pipeline Road, from ADOT's right of way to a Coconino County Highway Department (CCHD) cattleguard, at County's expense.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

INTERGOVERNMENTAL AGREEMENT BETWEEN  
COCONINO COUNTY & ARIZONA DEPARTMENT OF TRANSPORTATION

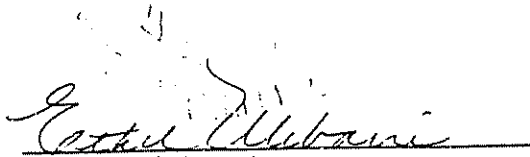
RESOLUTION

*No. 89-31*

Be it resolved on this 5th day of July 1989, that I, Paul J. Babbitt Jr., as Chairman of the Coconino County Board of Supervisors, have determined that it is in the best interest of the County of Coconino that the Highway Department enter into an agreement with the Arizona Department of Transportation for the purpose of paving a turnout extension in conjunction with ADOT's project F-037-1(12) on Coconino County Highway - Black Mesa Pipeline Rd., from ADOT's right of way to a Coconino County Highway Department cattleguard, at the County's expense.

Therefore authorization is hereby granted to enter into said agreement with the Arizona Department of Transportation.

ATTEST:

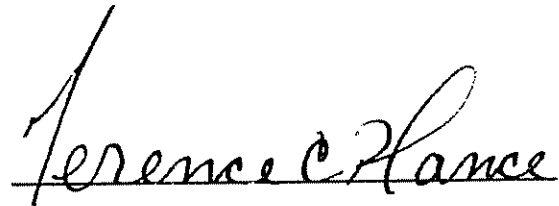
  
Ethel Ulibarri  
Clerk, Board of Supervisors

  
PAUL J. BABBITT JR., Chairman  
Board of Supervisors

COCONINO COUNTY ATTORNEY APPROVAL

I have reviewed the proposed Intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and the COUNTY OF COCONINO and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 14 day of Aug, 1989.

A handwritten signature in cursive script, reading "Terence C. Hance". The signature is written in black ink and is positioned above the printed name of the signatory.

Deputy County Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR 89-1014-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6<sup>th</sup> day of September, 1989.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division